

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



Tim Gallagher, Director

May 11, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A SECURITY SERVICES AGREEMENT
TO CONTINUE PROVIDING CONTRACT SERVICES
FOR VARIOUS HEADQUARTERS AND PARK FACILITIES
(First, Second, and Fifth District - 3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of this Agreement is exempt under the California Environmental Quality Act (CEQA).
2. Find that the continued security services for East Agency, South Agency and Department Headquarters, the Los Angeles County Arboretum and William S. Hart Park, collectively known as Various Headquarters and Park Facilities, can be more economically performed by California Security, Inc.
3. Approve and instruct the Chairman to sign the attached Agreement with California Security Inc., (CSI) for the provision of security services for Various Headquarters and Park Facilities for a total maximum contract cost of \$246,397 per year for two (2) years, with three (3) one-year renewal options, effective June 1, 2004.
4. Authorize the Director of Parks and Recreation to exercise the Agreement renewal options annually, which may include cost of living increases not to exceed three percent (3%) per option year.
5. Authorize the Director to exercise a ten percent (10%) contingency fund for unforeseen services, which would increase the total annual contract costs to a maximum of \$271,037 for the first two (2) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The award of this Agreement is part of the continuing effort of this Department to provide the best possible service in the most cost-effective manner. This recommendation is based on a finding that the provision of security services for the Various Headquarters and Park Facilities can be performed more economically by an independent contractor.

Security services for Various Headquarters and Park Facilities have been provided by the private sector since April 1, 1992. These services are currently provided under an agreement approved by your Board on May 15, 2001, by Elite Security Services, Inc., and will expire on May 31, 2004. The proposed contracted services will enable the Department to continue to provide security services.

Implementation of Strategic Plan Goals

The proposed Agreement with CSI, will further the Board approved County Strategic Plan Goal 1.1.1 (Service Excellence), and Goal 4 (Fiscal Responsibility) through the provision of quality security services at a savings over County costs.

FISCAL IMPACT/FINANCING

The recommended contractor's annual cost of \$246,397 represents a savings of \$107,514, or 30.38 percent, from the estimated County cost to perform similar services for one year.

To address unforeseen service needs or emergencies, the recommended agreement includes a provision authorizing the Director to adjust the service requirements and corresponding contract costs within a ten percent (10%) annual limit which would also include option years. Unforeseen service needs include, new facilities requiring security service, or responding to emergencies, or vandalism, that immediately threaten public safety.

The Department will not request the contractor to perform services which exceed the maximum annual contract amount, scope of work or contract dates. If such services become necessary, the Department will seek such necessary advance approval from your Board.

The Department's adopted FY 2004-2005 budget contains sufficient funding to cover the expense for this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with the provisions of Los Angeles County Code Sections 2.121.250 through 2.121.420, this Department solicited proposals from private contractors for the provision of security services for the Various Headquarters and Park Facilities. The mandatory requirements for contracting, as identified in Section 2.121.380 of the Los Angeles County Code, have been met and the recommended contractor has submitted the highest ranked and second most cost-effective proposal. The Proposition A Cost Analysis (Attachments I, II and III) is attached.

The term of the Agreement is for two (2) years and includes a provision whereby the Director may annually extend the agreement for up to three (3) one-year option periods. The options exercised will be based upon the contractor's compliance with the contract terms and the Department's determination as to the contract's continued cost-effectiveness during future option years.

The contractor has met the Living Wage Program requirements and agrees to pay its full time employees providing services to the County wages that are no less than those required by the Living Wage Program. Additionally, the California State Department of Industrial Relations, Division of Labor Standards Enforcement, has returned a report indicating several alleged claims against the Contractor. After review of this report, the Labor Law Assessment Team determined that these alleged claims were insignificant and did not demonstrate an intention to violate State Labor Laws. Therefore, no points were deducted from the contractor's score.

This Agreement includes termination provisions for non-performance, improper consideration, non-compliance with the County's Lobbyist Ordinance, and reserves the County's right to terminate all or portions of the contract due to facility closures or upon transfer of title or responsibility of the facilities to other public agencies.

This Agreement includes all applicable Board mandated provisions including the Safely Surrendered Baby Law, non-payment for services provided after the expiration date or in excess of the authorized contract sum, contractor's notification requirements, contractor's Jury Service Program, Living Wage Program, GAIN/GROW Programs, Federal Earned Income Credit notification, Quality Assurance Plan, Recycled Paper, Debarment, and Indemnification and Insurance.

CSI has executed the attached Agreement and will provide the required insurance policy naming the County of Los Angeles as an additional insured. In addition, County Counsel has approved the contract as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of this Agreement for security services is exempt under the California Environmental Quality Act (CEQA) under Section 15301 and Class 1 (r) of the Environmental Document Reporting Procedures and the Guidelines, adopted by your Board on November 17, 1987.

CONTRACTING PROCESS

On December 18, 2003, the Department commenced solicitation for security services by mailing 88 notices to prospective contractors. Staff conferred with the Office of Public Safety in developing the Department's comprehensive security agreement. Prospective contractors were identified by utilizing the Department's existing bidders' list, posting on the County "Doing Business with Us" Web Site, and on the Department's Web Site. The notice included bilingual instructions on how to contact the Department regarding this project and information for people with disabilities to contact the Department to request alternative format, agendas or disability related accommodations.

Nineteen (19) companies attended the Proposer's Conference on January 7, 2004. Two (2) companies submitted proposals on January 28, 2004. CSI submitted the second most cost-effective proposal and received the highest score based on the evaluation and selection criteria. The proposals were evaluated by an independent evaluation panel consisting of staff from the Sheriff's Department, Office of Public Safety, and Parks and Recreation. The evaluation was based on performance history; financial information; operational plan; quality control plan; references and annual cost.

Department staff reviewed the proposals for cost-effectiveness, business experience and performance history, financial resources, and compliance with the Living Wage Program. It should be noted that upon final analysis and award, the contractor was selected without regard to gender, race, creed or color.

In accordance with County policy, the agreement contains a provision whereby the Director may increase the contractor's compensation during the option years, within an overall cap of three percent (3%), based on the lesser of the average percentage wage increase of County employees or the Consumer Price Index (CPI) for Urban Areas. The decision to include this provision was based on the Department's experience that contractors may incur increase costs, such as insurance premiums, fuel, etc., during the option years which could impact their performance. As a result, this provision allows the Director to review cost information and determine whether a cost of living adjustment is justified.

The Honorable Board of Supervisors
May 11, 2004
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

These security services have been provided by the private sector since April 1, 1992, therefore, there will be no impact to existing staff.

CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached contract be mailed to CSI, Attention: Garry Martin, 3250 Wilshire Boulevard, Suite 1501, Los Angeles, California 90010. It is also requested that two (2) conformed copies be forwarded to this Department.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tim Gallagher', written over a faint, larger signature.

Tim Gallagher
Director

TG:EJ:mg

Attachments

c: Executive Officer (22)

**County's Estimated Avoidable Costs compared to California Security's Costs
for Various Headquarters and Park Facilities Security Services**

COUNTY COST

Direct

Salaries (1):

Position	Monthly Salary	No. of Positions*	No. of Months	TOTAL
Security Officer, Sheriff (armed)	\$2,871	6.78	12	\$233,585
Security Asst., Sheriff (unarmed)	\$1,801	1.64	12	\$35,448

*Total positions of 8.42 = 14,928 hours (based on annual County productive hours of 1,771)

				<u>\$269,032</u>
Less Salary Variance (2)			(\$13,371)	
Employee Benefits (3)			\$82,195	<u>\$68,824</u>
Total Salaries and Employee Benefits				\$337,857

Equipment (4):

Vehicle Usage/Fixed Assets	No. of Units	No. of Miles	Cost/Mile	TOTAL
Vehicle Usage				
Park Police Sedan	1	3,900	\$0.4892	\$1,908
Fixed Assets				
Park Police Sedan Annual. 7 yrs.	1			\$3,575
Electric Golf Cart Annual. 7 yrs.	1			\$571
				<u>\$6,054</u>

Services and Supplies				<u>\$10,000</u>
Total Services and Supplies/Equipment				\$16,054

Indirect (5)

Avoidable Overhead				\$0
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TOTAL ESTIMATED COUNTY AVOIDABLE COSTS (6) \$353,911

CONTRACTING COSTS

DIRECT

Contractor Cost (7)				<u>\$246,397</u>
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Total Contractor Direct Costs				\$246,397
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INDIRECT COSTS

County Contract Monitoring (8)				\$0
Total County Contract Indirect Costs				<u>\$0</u>

TOTAL CONTRACTING COST (Direct Costs plus Indirect Costs) \$246,397

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY
AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)**

\$107,514

FOOTNOTES ARE ON THE FOLLOWING PAGE

FOOTNOTES TO ATTACHMENT I

1. Employee Salaries - The salary rates show annual salaries from June 1, 2004 through May 31, 2005. Annual salaries were calculated at the budgeted monthly top step, multiplied by the number of positions needed to provide the services, multiplied by the number of months at the current salary rate and then added together:

Security Officer, Sheriff (armed)

$(\$2,871 \times 6.78 \times 12) = \$233,585$

Security Assistant, Sheriff (unarmed)

$(\$1,801 \times 1.64 \times 12) = \$35,448$

2. Salary Variance – 95.03% was the percent used to reduce the fifth step salary costs since not all employees are on the top step of their classification.
3. Employee Benefits Rate - The employee benefit rate was applied to direct salaries to arrive at the avoidable employee benefits. The rate used to determine the avoidable employee benefits was 32.15%. This rate was then multiplied by the fifth step adjustment salary ($32.15\% \times \$255,661 = \$82,195$).
4. Direct Services and Supplies - The equipment costs equal \$6,054 and include: vehicle usage costs for one (1) Safety Police sedan at 75 miles per week for 52 weeks at \$0.4892 cost per mile ($75 \times 52 \times \$0.4892 = \$1,908$); and fixed asset costs annualized for 7 years for one (1) Safety Police sedan ($\$25,025/7 = \$3,575$) and one (1) electric golf cart ($\$4,000/7 = \571). The miscellaneous services and supplies used for this contract total \$10,000 and include: batteries, flashlights, uniforms, log sheets, batons, ammunition, training, etc.
5. Avoidable Indirect Costs - There are no avoidable indirect costs associated with this contract.
6. Estimated Avoidable Costs - An estimate of the County's cost to provide the equivalent level of service proposed in the Request For Proposals. This estimate represents costs that would no longer be incurred if the contract is awarded.
7. Contract Costs - This amount is equal to the contractor's bid
8. Contractor Monitoring - Contract monitoring will be performed by existing County staff. Thus, there are no additional costs associated with monitoring.

**California Security's Proposed Costs by Category
for Various Headquarters and Park Facilities Security Services**

Salaries (58.41%)

Position	Full-Time Equivalent	Annual Hours	Hourly Rate	Total
Supervisor	0.25	520	\$10.20	\$5,304
Armed Security Off	5.53	11,496	\$9.62	\$110,592
Unarmed Security Off	1.40	2,912	\$9.62	\$28,013
		14,928		\$143,909
Training				\$3,276
Overtime/Holiday Pay				\$1,800
Employee Benefits				\$0
				\$5,076
Total Salaries, Employee Benefits, Other (60.47%)				\$148,985

Equipment

Equipment	# of Units	# of Hours	Cost/Hour	Total
Golf Cart, Sedan				\$9,072
Services and Supplies (uniforms, batteries, batons, log sheets, etc.)				\$4,056
Total Equipment/Services and Supplies (5.33%)				\$13,128
Employee Taxes (FICA, Medicare, SUI, FUTA, Worker's Comp)				\$52,796
Insurance (General Business and Liability)				\$3,948
Employee Taxes and Insurance (23.03%)				\$56,744
Overhead (6.25%) (office equipment, telephone, utilities, accounting/bookkeeping, management, bid bond, contingencies)				\$15,396
Profit (4.93%)				\$12,144
Total Overhead & Profit				\$27,540
CONTRACTING COSTS				\$246,397

**Schedule of Difference Between County and California Security's Costs by Category
for Various Headquarters and Park Facilities Security Services**

Costs by Category	COUNTY	CONTRACTOR	DIFFERENCE	REMARKS
Staffing				
Security Off., Sheriff (armed)	6.78		6.78	(A)
Security Asst., Sheriff (unarmed)	1.64		1.64	
Supervisor		0.25	(0.25)	
Armed Security Off.		5.53	(5.53)	
Unarmed Security Off.		1.40	(1.40)	
TOTAL	8.42	7.18	1.24	
Salary Costs <small>(County Salaries include 5th Step Variance of 95.03%)</small>	\$255,661	\$143,909	\$111,752	(B)
Employee Benefits 32.15%	\$82,195	\$5,076	\$77,119	(C)
Equipment/Services & Supplies	\$16,054	\$13,128	\$2,926	(D)
Taxes and Insurance	\$0	\$56,744	(\$56,744)	
Indirect Costs	\$0	\$15,396	(\$15,396)	(E)
TOTAL Costs (Less Profit)	\$353,911	\$234,253	\$119,658	
Contractor Profit	\$0	\$12,144	(\$12,144)	
TOTAL County vs. Contractor Costs	\$353,911	\$246,397	\$107,514	

- (A) The contractor has indicated that they can perform the services at the same level of service as the County. Contractor's full-time equivalent is based on 2,080 annual hours. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,771.
- (B) The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than \$5 less per hour than the County items. The contractor's salary costs are approximately 58% of the contract costs.
- (C) Contractor will not be providing health benefits to those hourly employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than \$9.46 per hour. The Supervisor is provided with health benefits.
- (D) As indicated on Attachment II, the total costs for services and supplies/equipment are approximately 5% of the contract costs.
- (E) Contractor's indirect costs (overhead) are approximately 6% of the contract costs and are associated with the cost of management, telephone, utilities, office equipment, bookkeeping, bid bond, contingencies, and management. For this contract, County's indirect costs are unavoidable.



**SERVICE
CONTRACT**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CALIFORNIA SECURITY, INC.

FOR

**Security Services
For Various Headquarters and Park Facilities**

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**CONTRACT FOR THE PROVISION OF
SECURITY SERVICES FOR
VARIOUS HEADQUARTERS AND PARK FACILITIES**

This Contract and Exhibits made and entered into this _____ day of _____, 2004
BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, hereinafter referred
to as "County"

AND

CALIFORNIA SECURITY, INC.,
hereinafter referred to as "Contractor"

RECITALS

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250, et seq., County is permitted to contract with private businesses to perform services when it is more economical or feasible to do so; and

WHEREAS, Contractor is duly licensed and certified to engage in the business of security services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 Contractor has been selected for recommendation for award of such contract;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work.
- 1.2 EXHIBIT A-1 Performance Requirements Summary (PRS) Chart
- 1.3 EXHIBIT B - Pricing and Billing Schedule.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor, setting forth terms and conditions for the issuance and performance of services.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.3 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.4 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, or his authorized representative(s).
- 2.5 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.6 **Performance Requirements Summary (PRS):** A chart (Exhibit A-1) which identifies key performance indicators of the contract that will be evaluated by the County to ensure that the contract performance standards are met

by the Contractor and monetary assessments that will be applied if there are occurrences of noncompliance.

2.7 Day(s): Calendar day(s) unless otherwise specified.

2.8 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR'S SERVICE

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work.

3.2 The quality of Contractor's service provided under this Agreement shall be at least equivalent to that provided by the County.

4.0 CHANGES AND AMENDMENTS

4.1 The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. Said revisions shall be accomplished in the following manner:

4.1.1 For any changes, as deemed by the Director as necessary for the proper security of the area, and which affect the Contractor's service requirements as set forth in Exhibit A, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%), a Change Notice shall be prepared, and executed by the Contractor and Director.

4.1.2 For any change which affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 6.2 hereinafter, an amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

4.2 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change

such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and Director.

5.0 TERM OF CONTRACT

- 5.1 The term of this Contract shall be for a period of two (2) years commencing on the first day of the month next succeeding the approval thereof by the County's Board of Supervisors, unless terminated or extended, in whole or in part, as provided in this Contract
- 5.2 The County shall have the option to extend the Contract term for up to three (3) additional one-year periods, for a maximum Contract term of five (5) years. Each option year shall be exercised individually by the Director.
- 5.3 Contractor shall notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Department at the address herein provided in Sub-paragraph 8.27, Notices, of this Contract,
- 5.4 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

6.0 CONTRACT SUM

- 6.1 The contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of security services, in compliance with Exhibit B, Pricing and Billing Schedule.
- 6.2 The subject contract sum, identified hereinabove, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living

adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

- 6.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 6.4 The Contractor shall not be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 4, Changes and Amendments.
- 6.5 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 6.6 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to Department at the address herein provided under Sub-paragraph 8.27, Notices, of this Contract.
- 6.7 Invoices and Payments
 - 6.7.1 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work

specified in Exhibit A, Statement of Work and priced in accordance with Exhibit B, Pricing and Billing Schedule.

- 6.7.2 The Contractor shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Contractor shall prepare invoices, which shall include the name(s) and hours worked for each security officer and the charges owed to the Contractor by the County under the terms of this Contract. Hours identified in the invoice shall not exceed the monthly minimum as identified and computed in Exhibit A and Exhibit B. Said invoices shall include all required certifications and reports as provided for in this Contract, including Subparagraph 8.10, Contractor's Compliance with Living Wage Program, of this Agreement and in Subparagraph 5.8.3 of the Statement of Work. No invoice will be approved for payment unless the required subject documents are included with the invoice.
- 6.7.3 The Contractor shall submit the monthly invoices to the County on or before the 15th calendar day of each month based on the required or actual number of hours worked, whichever is lower, or a prorated monthly amount, for services rendered by the Contractor under the terms and conditions of this Contract. Said payment shall be made within thirty (30) days upon receiving the invoices, providing that all services and hours performed during the preceding month have been verified by patrol logs and reviewed and accepted by the Director and that applicable certifications and reports have been submitted in accordance with the provisions of this Contract. In the event of a dispute, the patrol logs and the Contractor's invoice shall be reviewed by the Director and the Director's decision shall be the final determining factor in resolving said dispute.
- 6.7.4 All invoices submitted by the Contractor for payment must have the written approval of the Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for

payment exclusively from the funds having been allocated by the County for such services.

7.0 CONTRACTOR'S STAFF

- 7.1 The Contractor shall provide the required personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees shall have the ability to read, comprehend, write legibly and communicate in the English language proficiently.
- 7.2 County has the right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff.
- 7.3 The Director may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. Contractor shall transfer or discharge any such employee within a reasonable amount of time following notice thereof by the Director and such employee shall not be employed at any County facility receiving security services by the Contractor.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not, without written consent of the Director, assign or delegate its rights and duties hereunder, either in whole or in part. Any attempted assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, or any other mechanism without said consent shall render this Contract null and void.
- 8.1.2 Upon successful assignment, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by Contractor, shall be binding upon any assignee thereof.

8.1.3 The prohibition herein contained shall not be applicable with respect to transfer of this Contract arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

8.2 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.3 COMPLIANCE WITH APPLICABLE LAW

8.3.1 The Contractor shall conform to and abide by all municipal, County, State and Federal laws and regulations, insofar as the same or any of them are applicable, and as they may be amended; and where permits and/or licenses are required for the prescribed services and authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover.

8.3.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.4 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit J, Contractor's EEO Certification.

8.5 CONFLICT OF INTEREST

8.5.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.5.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.6 CONTRACT ENFORCEMENT, QUALITY CONTROL, QUALITY LEVEL ASSURANCE, MONITORING AND REVIEW

- 8.6.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof. Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement, and (b) require Contractor to provide such written documentation and/or regular reports as Director deems necessary to verify and review Contractor's performance under this Agreement.
- 8.6.2 The Contractor or his authorized representative shall meet on the site at least once a month, or more frequently at the discretion and convenience of the Director, with an authorized representative of the Director for a walk-through inspection.
- 8.6.3 County reserves the right to perform inspections at any time for the purpose of identifying service deficiencies.
- 8.6.4 Contractor hereby agrees to cooperate with the Director, County Contract Monitors, and any appropriate State or Federal representative, in the review and monitoring of Contractor's service program, logs, records and procedures at any reasonable time.
- 8.6.5 At the request of the Director, the Contractor, or its appropriate representative, shall attend meetings and/or training sessions, as determined by Director, for the purpose(s) of: orientation, information sharing, service agreement revision, and/or description of County policies and procedural standards.
- 8.6.6 In the event County commences legal proceedings for the enforcement of this Agreement or recovery of the premises

services herein, Contractor does hereby agree to pay any sum which may be awarded to County by the Court for attorney's fees and costs incurred in the action brought thereon.

8.7 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.8 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.9 CONTRACTOR'S COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.9.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$500,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONTRACTOR’S COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM

8.10.1 Living Wage Program:

This Contract is subject to the provisions of the County’s ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit C and incorporated by reference into and made a part of this Contract.

8.10.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not an “Employer” as

defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

- a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract.

“Employee” means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. “Full-time” means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the

County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

8.10.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit G and Exhibit H), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.10.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment

discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.10.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.10.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

8.10.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified

monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage.

If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the

damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

8.10.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The

Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.10.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.10.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.10.11 Employee Retention Rights

(Note: This Sub-paragraph applies only if the contract involves the provision of services that were previously provided by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.)

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. Contractor is not required to hire a retention employee who:
- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

8.7.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.11 CONTRACTOR'S CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the

effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this contract, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time not to exceed 3 years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County or a

nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- 8.12.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative decision prior to its presentation to the Board of Supervisors.
- 8.12.6 After consideration of any objections, or if no objects are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.7 These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement

does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any

persons performing work under this Contract.

8.17 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.18 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.19 INDEPENDENT CONTRACTOR STATUS

8.19.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.19.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.19.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.20 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract. The Contractor's duty to indemnify County shall survive the expiration or other termination of this Contract.

8.21 INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain at its own expense, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and, with the Exception of Worker's Compensation insurance, shall name the County of Los Angeles and Districts as additional insureds.

8.21.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Director, Attention: Margo Morales, 433 South Vermont Avenue, Los Angeles, CA 90020 prior to commencing services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverages required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.21.2 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- b. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- c. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

8.21.3 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- a. Contractor providing evidence of insurance covering the activities of subcontractors; or
- b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.22 INSURANCE COVERAGE REQUIREMENTS

8.22.1 Programs of Insurance Coverage

Contractor shall provide and maintain, throughout the term of this Agreement, the following programs and amounts of insurance:

- a. **General Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- b. **Automobile Liability:** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Such insurance shall include coverage for all “owned”, “non-owned” and “hired” vehicles, or coverage for “any auto”.

- c. **Workers Compensation and Employer’s Liability:** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, such insurance shall also include Employer’s Liability coverage for all persons providing services on behalf of the Contractor and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

- d. **Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee,

provide deductibles of no greater than five percent (5%) of the property value, and shall include:

- i. **Personal Property: Automobiles and Mobile Equipment:** Special form (“all risk”) coverage for actual cash value of County-owned or leased property; and
- ii. **Real Property and All Other Personal Property:** Special form (“all risk”) coverage for the full replacement value of County-owned or leased property.
- e. **Professional Liability:** Professional Liability insurance (written on ISO policy form CA 00 01 or its equivalent) covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than the following:
 - General Aggregate: \$2,000,000
 - Per Occurrence: \$1,000,000
- f. **Crime:** Crime coverage insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as *loss payee*.

Employee Dishonesty: \$25,000

8.22.2 Failure to Procure Insurance

- a. Failure by Contractor to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, Country may purchase such required insurance coverage, and without further notice to

Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

- b. Notwithstanding the above and in the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.23 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.23.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.23.2 The Contractor shall certify to, and comply with, the provisions of Exhibit J, Contractor's EEO Certification.
- 8.23.3 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.23.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 8.23.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.23.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.23 when so requested by the County.
- 8.23.7 If the County finds that any provisions of this Sub-paragraph 8.23 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.23.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.24 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Department of Parks and Recreation from acquiring similar, equal or like goods and/or services from other entities or sources.

8.25 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this contract.

8.26 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.27 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon Contractor shall be California Security, Inc., Attention: Mr. Garry Martin, 3250 Wilshire Blvd., Suite 1501, Los Angeles, CA 90010. Any notice served by mail upon County shall be addressed to the Director of Parks and Recreation, Attention: Contracts Services Division, 433 South Vermont Avenue, Los Angeles, CA 90020, or such other place as may hereinafter be designated

in writing to Contractor by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.28 PAYMENT DEDUCTIONS AND LIQUIDATED DAMAGES INVOLVING CONTRACTOR'S NON-COMPLIANCE

8.28.1 If the Director determines that there are deficiencies in the performance of this Agreement as specified in the Performance Requirements Summary (PRS) Chart, Exhibit A-1, the Director may deduct from Contractor's payment, as liquidated damages, the monetary assessment identified in the PRS Chart. The Director shall notify the Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding monetary assessment deduction.

8.28.2 The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.28.3 In addition to the remedies provided herein, this Agreement may be terminated per Sub-paragraph 8.38, "Termination for Default" of the Agreement upon Contractor's failure to correct deficiencies in a timely manner.

8.29 PUBLIC RECORDS ACT

8.29.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.31, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records.

Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.29.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.30 PUBLICITY

8.30.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- a. The Contractor shall develop all publicity material in a professional manner; and
- b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

8.30.2 The Contractor may, without the prior written consent of County,

indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.30 shall apply.

8.31 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.31.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County

shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.31.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.31 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.31.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.32 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.33 RIGHT OF ENTRY

8.33.1 In the event this Agreement is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Agreement, employ the necessary workers, purchase materials

and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Agreement, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Agreement, may be charged against the Contractor.

8.33.2 In the event such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Agreement shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Agreement.

8.33.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 8.28 of this Agreement, the Contractor and/or its employee(s) are not properly performing the services required under this Agreement, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

8.34 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

8.35 SUBCONTRACTING

8.35.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.35.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the County.

The Contractor shall ensure delivery of all such documents to before any subcontractor employee may perform any work hereunder.

- 8.35.3 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.35.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.35.5 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.35.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.35.7 In the event Director should consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the

benefit of the successors or administrators of the respective parties.

8.35.8 In the event that Director should consent to subcontracting, the Contractor shall include in all subcontractors the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

8.35.9 Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

8.35.10 Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

8.36 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.13, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.38, Termination for Default.

8.37 TERMINATION FOR CONVENIENCE

8.37.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.37.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.37.3 After receipt of a Notice of Termination, Contractor shall submit to Director, in the form and with the certification as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.
- 8.37.4 Subject to the provisions of the paragraph immediately above County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not terminated.
- 8.37.5 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the

termination of work hereunder. In the event that records are located outside the Country of Los Angeles, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38 TERMINATION FOR DEFAULT

- 8.38.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:
- a. Contractor has materially breached this Contract;
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;
- 8.38.2 Upon the occurrence of subparagraph 8.38.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.
- 8.38.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

- 8.38.4 In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.
- 8.38.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.38.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, fright embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 8.38.5, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.38.6 In the event that, following service of the Notice of Termination of this Contract under the provisions of this clause, it is determined

for any reason that the Contractor was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

8.39 TERMINATION FOR IMPROPER CONSIDERATION

- 8.39.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.39.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.39.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.40 TERMINATION FOR INSOLVENCY

- 8.40.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor;
or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

8.40.2 The rights and remedies of the County provided in this Sub-paragraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.41 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.42 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds

are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.43 TERMINATION UPON TRANSFER OF TITLE OR FACILITY CLOSURE

Notwithstanding any other provision of this Agreement, the County reserves the right to transfer title or close one or more of the facilities described in Exhibit A, Statement of Work, Subsection 4.1.

8.43.1 In the event the County transfers title of one or more of the facilities described in Exhibit A, Statement of Work, Subsection 4.1 to a governmental agency (assignee), the County reserves the right to:

8.43.1.1 Terminate this Agreement or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Contractor with notice of termination or assignment of this Agreement pursuant to this provision; or

8.43.1.2 Delete transferred facility(ies) from the contract or provided there is consent by an assignee, assign those portions of the Agreement dealing with the transferred facility(ies) to said assignee and reduce the contract sum pro rata. County shall provide the Contractor with notice of deletion or assignment of said facility(ies) from this Agreement pursuant to this provision.

8.43.2 In the event the County closes one or more of the facilities described in Exhibit A, Statement of Work, Subsection 4.1, the County reserves the right to:

8.43.2.1 Terminate this Agreement upon the effective date of such closure(s). Upon the effective date of facility closures(s), Contractor shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment

and inventory. County shall provide advance notice to the Contractor of such facility closure(s); or

8.43.2.2 Delete the facility(ies) to be closed from the contract and reduce the contract sum pro rata. Upon the effective date of facility closure(s), Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. County shall provide advance notice to the Contractor of such facility closure(s).

8.44 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 WARRANTY AGAINST CONTINGENT FEES

8.45.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.45.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.46 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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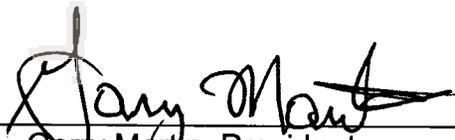
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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

By 
Garry Martin, President

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS

Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By 
Helen S. Parker, Principal Deputy

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

On this 26th day of APRIL, 2004,
before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of
Los Angeles, personally appeared GARRY MARTIN, as the
PRESIDENT of CALIFORNIA SECURITY, INC. personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that the
person executed the same in his / her authorized capacity, and that by his / her signature
on the instrument the Corporation upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk

**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

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**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

**FOR ARMED AND UNARMED SECURITY GUARD SERVICES
AT VARIOUS HEADQUARTERS AND PARKS**

1.0 SCOPE OF WORK

- 1.1 This Exhibit A, Statement of Work, defines the Scope of Work to be performed by the Contractor under the Contract to provide both armed and unarmed security services at various Department facilities located throughout Los Angeles County as required by County.
- 1.2 Except for those items listed in Section 15, "County Furnished Items", hereunder, Contractor shall provide all personnel, materials, general supervision and other items or services necessary to perform the required security guard services described in Section 6.0, "Security Guard/Lead Security Guard/Supervisor Tasks", hereunder. Contractor shall perform to the standards in Exhibit A-1, Performance Requirement Summary (PRS) Chart.
- 1.3 The Department shall have the right to delete and add facilities based on organizational and/or operational requirements during the term of the contract.
- 1.4 The requirement of said services may increase or decrease and/or the unarmed posts listed may become armed posts. Therefore, the Statement of Work includes all weapon-associated requirements necessary for any future armed security guards.

2.0 SECURITY GUARD REQUIREMENTS

- 2.1 Contractor shall provide the following personnel:
 - 2.1.1 Contractor's Project Manager: Project Manager will be responsible for the overall management of the contract and act as a central point of contact with the County. Project Manager shall ensure on a daily basis, 100% post coverage or have back-up personnel available to replace personnel absent from a post. Project Manager shall be available by telephone or pager twenty-four (24) hours a day, seven (7) days a week to respond to emergencies or other critical operational requirements.
 - 2.1.2 Supervisor: Contractor shall provide one (1) County-approved supervisor to inspect each post weekly to ensure proper performance of security guards.
 - 2.1.3 Security guards: Contractor shall be responsible for providing security guards who shall be competent and qualified to fulfill the requirements of the Contract. Security guards shall have at least one (1) year paid armed or unarmed security experience within the last three (3) years. Additional criteria for the selection and training of security personnel are provided under Section 3.0, "Contractor's Background Clearance Requirements"; Section 7.0, "Contractor Employee Training Program"; and Section 8.0, "Contractor Annual Physical Exams and Requirements".

**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

- 2.2 Contractor shall provide sufficient staffing to meet the level specified for each location designated in Section 4.0, “Contractor Responsibilities” of the Statement of Work.
 - 2.2.1 Backup Staff: Contractor shall maintain trained and County-approved security guards as backup staff to replace security guards who are absent for any reason.
 - 2.2.2 Contractor shall ensure security guards report absences to Contractor and to his/her County Project Manager the day before a planned absence or within one (1) hour prior to employee’s reporting time to work for unplanned absences.
 - 2.2.3 Contractor shall notify the County Project Manager of the absence and of the backup security guard reporting time. The backup security guard shall report to the work site immediately. Contractor shall ensure post coverage at all times, replacement security guard shall report within two (2) hours or less of the absent security guard’s reporting time. In the event that a security guard must leave during the workday, Contractor shall send replacement security guard within two (2) hours or less of the security guard’s absence, with the backup security guard completing the remaining work schedule. The two (2) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement on site immediately upon notice of a vacant post.

3.0 CONTRACTOR’S BACKGROUND CLEARANCE REQUIREMENTS

- 3.1 Contractor must obtain a background investigation report of sufficient detail to ensure good character and trustworthiness of each security guard. Contractor shall be responsible for any cost associated with the background investigation process. The County further reserves the right to conduct a background investigation of Contractor’s employees. In the event County performs a background investigation, County will submit an invoice for the background investigations performed. Contractor shall make payment for such costs within thirty (30) days of receipt of invoice. Failure to pay within 30 days may delay payment to Contractor for services or County may make monetary assessments. Should an employee fail any stage of the background investigation process, the Contractor is responsible for the costs of all stages completed on the employee’s behalf.
- 3.2 Contractor’s security guards and supervisors who have been involved in any of the following shall not be accepted:
 - 3.2.1 Any felony conviction.
 - 3.2.2 Any sex conviction.
 - 3.2.3 Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.

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- 3.2.4 Any pattern of irresponsible behavior including, but not limited to, unreasonable driving or employee records.
- 3.2.5 Any conduct that would preclude the employee from receiving a bond.
- 3.3 The County cost for conducting the background investigation process is Three Hundred Twenty Six Dollars (\$326.00). The background process is performed in two stages. The cost for the first stage is One Hundred Thirty Dollars (\$130); the cost for the second stage is One Hundred Ninety Six Dollars (\$196).
- 3.4 Contractor shall forward a Background Investigation Clearance Report to the County Project Manager quarterly or in the event of staffing changes. Report shall include employee name, location of post, employee SSN.

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 Contractor shall provide security services as specified herein at the facilities listed below:
 - 4.1.1 Department Administrative Headquarters
433 and 510 South Vermont Ave, Los Angeles, CA 90020
Monday through Thursday (excluding County holidays)
6:30 a.m. to 5:30 p.m., 2 shifts
 - 4.1.2 South Agency Headquarters
360 West El Segundo Blvd, Los Angeles, 90061
Sunday through Saturday
10:00 p.m. to 6:00 a.m.
 - 4.1.3 East Agency
265 Cloverleaf Drive, Baldwin Park, 91706
Sunday through Saturday
10:00 p.m. to 6:00 a.m.
 - 4.1.4 The Arboretum of Los Angeles County
301 N. Baldwin Ave, Arcadia, 91007
Sunday through Saturday (excluding Christmas Day)
8 hours per day
 - 4.1.5 William S. Hart Regional Park and Museum
24151 North San Fernando Road, Newhall 91321
Wednesday through Sunday (excluding when park is closed)
7 hours per day
- 4.2 Contractor shall be responsible for tracking approved service hours as identified in Exhibit B, Pricing and Billing Schedule, to ensure service hours are not beyond the approved hours.
- 4.3 **Contractor shall ensure that all posts are filled according to County's staffing plan, unless County gives a written modification of a change.**

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VARIOUS HEADQUARTERS AND PARKS**

Contractor shall be liable for all directly related and associated costs, should County or another contractor be required to fill the open post that Contractor is responsible for staffing.

- 4.4 **Open Post without County's approval will be viewed by County as a serious breach of performance, as referenced in the Performance Requirements Summary.**
- 4.5 Request for Added Post Coverage shall either be by phone call or written notice to Contractor three to five business days prior to coverage. Contractor will be required to provide written confirmation of the Added Post Coverage within three (3) days of receipt of such order. Cost for security guard shall be according to Exhibit B, Price and Billing Schedule. Prior to start of services, the County Project Manager will prepare a Change Notice in accordance with Section 4, "Changes and Amendments", of the Contract.
- 4.6 Contractor shall be responsible for parking fees for its employees, if applicable.

5.0 CONTRACTOR – FURNISHED ITEMS

- 5.1 Contractor shall ensure that all equipment provided by Contractor shall at all times be kept clean, well maintained and up to manufacturer standards. Contractor shall provide regular maintenance, repair or replacement for equipment caused by reasonable wear and tear.
- 5.2 **Uniforms.** The Contractor shall at its expense ensure that all on-duty security guards wear complete County-approved uniforms. Prior to start of contract, Contractor shall obtain approval by Director for said uniforms. Said uniforms will consist of the following items, unless an exception is requested by County or due to facility requirements:
- 5.2.1 Trousers.
 - 5.2.2 Shirt/Blouse.
 - 5.2.3 Belt – solid black [smooth or basket-weave].
 - 5.2.4 Tie – solid black [on request].
 - 5.2.5 Tie bar.
 - 5.2.6 Socks – solid black.
 - 5.2.7 Shoes – solid black, leather, military-type.
 - 5.2.8 Shoulder patches, as required by Assembly Bill 1582, on both arms of uniform.
 - 5.2.9 Rain gear (as needed).
 - 5.2.10 Photo ID badges.
 - 5.2.11 Jacket, as appropriate to weather conditions.
- 5.3 **Equipment.** All Security guards shall be equipped with the following items:
- 5.3.1 Sam/Sally Browne Belt, Handcuff Case.
 - 5.3.2 Four (4) Keepers.
 - 5.3.3 Key Snap.
 - 5.3.4 One (1) heavy duty 3-cell Flashlight.

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VARIOUS HEADQUARTERS AND PARKS**

- 5.3.5 One (1) set of Handcuffs plus female key.
- 5.3.6 Badge.
- 5.3.7 Side Handle Baton with Baton Ring.

5.4 **Armed Security Guard Equipment.**

- 5.4.1 Ammunition pouch designed to hold two (2) magazines or two (2) Speed Loaders.
- 5.4.2 Leather thumb break, or break front holster, which specifically fits the issued or carried weapon.
- 5.4.3 A revolver produced by Colt, Ruger, or Smith & Wesson, six (6) shot minimum, four-inch barrel, blue or stainless steel finish, double action, with a firing pin block, .38 Smith & Wesson Special or .357 magnum caliber only.
- 5.4.4 A pistol, semi-automatic, produced by Beretta, Colt, H & K, or Smith & Wesson, minimum three and a half-inch barrel, blue or stainless steel finish, 9mm caliber only, incorporating the following safety features:
 - 5.4.4.1 Manual safety/decocking lever;
 - 5.4.4.2 Automatic firing pin safety block;
 - 5.4.4.3 Half-cock hammer position.
- 5.4.5 The above listed firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures.
- 5.4.6 Ammunition, for revolver, 18 rounds, .38 Smith & Wesson Special, 125 grain Jacketed or Semi-jacketed Hollow Point ammunition only. **NO .357 MAGNUM AMMUNITION SHALL BE IN THE POSSESSION OF ANY SECURITY GUARD WHILE ON DUTY OR ON ANY LOS ANGELES COUNTY FACILITY OR PROPERTY.**
- 5.4.7 Ammunition, for pistol, semi-automatic, a minimum quantity to fill three (3) magazines for the carried weapon, 9mm Jacketed or Semi-jacketed Hollow Point ammunition. A semi-automatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on.
- 5.4.8 Armed security guards shall only carry a firearm for which they are currently licensed and qualified under the California Business and Professions Code Section 7596 – 7596.13. The firearm shall be listed on their firearms' card issued by Consumer Affairs.
- 5.4.9 Each armed security guard shall be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year.

**Exhibit A – Statement of Work
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- 5.4.10 Qualification slips shall be filed with their company of employment and be available for audit by personnel of the Department.
- 5.5 **Weapons List.** Contractor shall provide a Weapons List to the Director with the name of the security guard and the make and serial number of each security guard's revolver or pistol. The list will be provided prior to a security guard being assigned to a County facility. Contractor is responsible for providing updated Weapons List as changes occur.
- 5.6 **Patrol Vehicle:** For the Arboretum of Los Angeles County, Contractor shall furnish, maintain, and operate a patrol vehicle that shall be a mid-sized sedan with a gross vehicle weight between 4,000 and 5,000 lbs. and equipped with the following items, or an alternate vehicle approved by the Director:
- 5.6.1 Radio Communication Equipment
 - 5.6.2 Spotlight with ½ mile illumination range
 - 5.6.3 Fire extinguisher and flares
 - 5.6.4 Emergency road repair equipment including jack and spare tire
 - 5.6.5 First aid kit
 - 5.6.6 Decals on the exterior right and left front door panels identifying the Contractor's name.
 - 5.6.7 Public Address (PA) System
 - 5.6.8 Light Bar
- 5.7 **Replacement of County Equipment.**
- 5.7.1 Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of work contained herein.
 - 5.7.2 Should Contractor's employees damage County property or equipment, County shall forward an invoice to Contractor for all repairs or replacement cost of any lost, stolen, or damaged County equipment assigned to Contractor's personnel along with a Contract Discrepancy Report (CDR).
 - 5.7.3 Payment for equipment damaged is due to County within thirty (30) days of receipt of invoice. If payment is not received within thirty (30) days, County shall deduct replacement cost from Contractor's invoice for security guard services.
 - 5.7.4 Contractor shall reimburse County, at current replacement rate, for all equipment that is lost, damaged, stolen, or becomes otherwise unavailable due to Contractor negligence.
 - 5.7.5 Upon termination of Contract, all equipment shall be returned to County in good operating condition, less reasonable wear and tear.

**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

5.8 Additional Material Provided by Contractor

- 5.8.1 Contractor shall provide all working materials necessary for the proper performance of the Contract including such items as logs, required forms, and stationery. Contractor shall supply these materials at no cost to County.
- 5.8.2 Contractor shall provide portable two-way communication radios to all Contractor personnel for the purpose of maintaining communication with base station. Radios may be passed on to Contractor personnel at the change of a shift.
- 5.8.3 Contractor shall install, at its own expense, an electronic detex key device at specific locations throughout the headquarter complexes at the East and South Agencies identified in Section 4 of the Statement of Work. Locations will be agreed upon for maximum coverage. Said device should be able to be down loaded into a report to be reviewed by the Director. This report shall be included along with Contractor's monthly invoice.

6.0 SECURITY GUARD/LEAD SECURITY GUARD/SUPERVISOR TASKS

- 6.1 Security guard shall perform the following tasks as outlined below:
 - 6.1.1 Security guard shall patrol buildings, parking lot and access areas for the purpose of protecting against vandalism, damage or theft of public and private property.
 - 6.1.2 Security guard shall sign in and out each day, on the County's Sign-In sheet.
 - 6.1.3 Security guard shall report to work on time and hold over on specified posts until relieved as required.
 - 6.1.4 Security guard shall maintain good personal and uniform appearance; be courteous to the public and County personnel at all times.
 - 6.1.5 Security guard shall lock/unlock gates and doors at designated times.
 - 6.1.6 Security guard shall raise and lower flags at designated hours.
 - 6.1.7 Security guard shall turn off/on lights at close/start of business.
 - 6.1.8 Security guard shall communicate effectively in English, both verbally and in writing with the public and County personnel; direct visitors to personnel or services within the facility.
 - 6.1.9 Security guard shall visually inspect persons for proper identification and, if required, maintain a sign in and out log.

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- 6.1.10 Security guard shall be familiar with the Department's Emergency Procedures for each post.
- 6.1.11 Security guard shall detain persons suspected of damaging property or injuring others.
- 6.1.12 Security guard shall maintain order and use good judgment and discretion in handling unruly or trespassing public.
- 6.1.13 Security guard shall report all incidents of an emergency nature involving potential damage or injury to local law enforcement and the County Project Manager with written reports to follow immediately. If the incident is of a non-emergency nature, the written reports may be submitted at the end of the security guard's shift.
- 6.1.14 Security guard shall be knowledgeable of security procedures, alarm systems, electronic devices, on each assigned post.
- 6.1.15 Security guard shall be knowledgeable in the operation of assigned radios, including knowledge of all appropriate codes.
- 6.1.16 Security guard shall be knowledgeable of local jurisdiction and who to call when incidents occur.
- 6.1.17 Security guard shall be knowledgeable of and adhere to the "Office of Public Safety Regulations Regarding Weapons Safety", as outlined in Section 10 of this Exhibit A, Statement of Work.
- 6.1.18 Security guard shall be awake at all times during post coverage. Assessments will be made for reports of negligence of duty.
- 6.2 In addition to 6.1 above, the security guard at William S. Hart Park and Museum shall be responsible for the following:
 - 6.2.1 Security guard will meet with the Museum staff at the Museum or in the parking lot with the school buses one-half (½) hour before the Museum is scheduled to open.
 - 6.2.2 Security guard's shift times will change twice per year based on the museum's hours as follows:
 - 6.2.2.1 Winter Hours – begin first Wednesday after Labor Day through mid-June:
9:30 a.m. - 1:30 p.m. Wednesday through Friday
10:30 a.m. - 4:30 p.m. Saturday and Sunday
 - 6.2.2.2 Summer Hours – mid-June through last workweek before Labor Day: 10:30 p.m. - 4:30 p.m. Wednesday through Sunday

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VARIOUS HEADQUARTERS AND PARKS**

- 6.2.2.3 Shift length, as identified in Subsection 4.1.5 of this Exhibit A, Statement of Work, must be accommodated within the hours of park operation. Shift shall end one-half (½) hour after museum closes.
- 6.2.3 Security guard shall secure the inside of the Museum by ensuring all exhibit gates are closed prior to the start of tours.
- 6.2.4 Security guard shall follow each tour through the Museum. If there is more than one tour in the Museum, the security guard shall position him/herself between the tours.
- 6.2.5 Security guard shall remove any unruly patrons from the Museum at the request of the Museum staff or when he/she feels that the patron(s) should be removed for the protection and general well being of the artifacts and the facility.
- 6.3 Supervisor and/or Lead security guard shall perform the following tasks once per week:
 - 6.3.1 Inspection of all security personnel to ensure proper uniform, sobriety and clear comprehension of Post Orders and emergency procedures.
 - 6.3.2 Conducting In-Service training, as necessary.
 - 6.3.3 Issue radios, radio holders and keys (as appropriate) to all security guards.
 - 6.3.4 Ensure rain gear is provided to all security guards posted outside in inclement weather.
 - 6.3.5 Maintain Sign-In Sheets, including:
 - 6.3.5.1 Fax sign-in sheets to the appropriate personnel at corporate headquarters; maintain originals for proper invoicing procedures.
 - 6.3.5.2 Obtain County signature on all sign-in sheets.
 - 6.3.5.3 Verify and obtain all security guards' signatures on shift and ensuring all times are properly accounted for and ensure signatures are legible according to appropriate invoicing procedures.
 - 6.3.5.4 Supervisors also have the additional duty of orienting, training and documenting such activities for all newly assigned security guards to the facility. He/She may also be required to provide refresher and/or remedial training to security personnel, as needed

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6.3.5.5 The Supervisor will act as a back up for security guards.

7.0 CONTRACTOR EMPLOYEE TRAINING PROGRAM

- 7.1 Contractor shall provide to County, prior to the Contract start date, a Training Program for all personnel, with names of employees, dates and a complete list of 1) Training Completed; and, 2) Training Schedule of future training needs.
- 7.2 Contractor shall provide training to its entire personnel providing services to County under this Contract, whereby County can be assured that personnel are capable of assuming the responsibilities of their assignments.
- 7.3 Training shall focus on and relate directly to duties in the Performance Requirements Summary and in the Statement of Work.
- 7.4 Contractor shall present to County, prior to Contract start date, a detailed plan of how training for supervisors and security guards shall be accomplished. This training program must meet with the approval of the Director.
- 7.5 Contractor shall ensure that all firearms training complies with California Firearms Training Standards prescribed by the California Department of Consumer Affairs and is required for all of the Contractor's security guards to be assigned to armed posts.

7.6 New Personnel.

Contractor shall obtain background clearance from County *prior to placement*, provide all training to new personnel, and issue all related equipment, supplies, and uniforms as specified throughout Exhibit A, Statement of Work.

7.7 Contractor's Employee Training Plan shall include:

- 7.7.1 Orientation/Duties and Function of Contractor Security Guards (2 hours Preliminary Training):
- 7.7.2 Training titled, "What is Security?"
- 7.7.3 Public Relations – Shall include intensive training in the area of courtesy, professionalism, and working well with culturally diverse populations, thereby ensuring that each security guard's demeanor and attitude is: a) civil; b) well-mannered; c) gracious; and d) polished when responding to County employees and the public.
- 7.7.4 Maintenance and safesecurity guarding of uniform and equipment.
- 7.7.5 Neat appearance.
- 7.7.6 Role of Security guard (Security guards will respond and handle situation not merely observe and report).
- 7.7.7 Note taking/Reporting.

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7.8 Legal Powers and Limitations (2 hours Preliminary Training)

- 7.8.1 Prevention versus apprehension.
- 7.8.2 Use of force.
- 7.8.3 Search and seizure.
- 7.8.4 Arrest powers

7.9 Prevention/Protection (6 Hours)

- 7.9.1 Patrolling.
- 7.9.2 Checking for hazards.
- 7.9.3 Access control.
- 7.9.4 Interviewing techniques.
- 7.9.5 County rules/regulations.
- 7.9.6 Inspections.
- 7.9.7 Safety.

7.10 Enforcement (6 Hours)

- 7.10.1 Techniques of searching.
- 7.10.2 Handling juveniles.
- 7.10.3 Handling mentally disturbed persons
- 7.10.4 Parking/traffic control.
- 7.10.5 Observation/Description
- 7.10.6 Preservation of evidence.
- 7.10.7 Criminal/Civil law.
- 7.10.8 Crimes in progress.
- 7.10.9 Unruly persons.
- 7.10.10 Defensive tactics.
- 7.10.11 Procedures for bomb threats.
- 7.10.12 Procedures during fires, explosion, floods, demonstrations.

7.11 Special Problems (4 Hours)

- 7.11.1 Vandalism.
- 7.11.2 Escort.
- 7.11.3 Arson.
- 7.11.4 Burglary.
- 7.11.5 Robbery.
- 7.11.6 Theft.
- 7.11.7 Loitering.
- 7.11.8 Drugs/Alcohol.
- 7.11.9 Sabotage.
- 7.11.10 Espionage
- 7.11.11 Terrorism

7.12 General Emergency Services (6 Hours)

- 7.12.1 Communications.
- 7.12.2 Crowd Control.
- 7.12.3 Fire control systems/Fire prevention.

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- 7.12.4 Safesecurity guarding County property.
- 7.12.5 Law enforcement/Private security relationships.
- 7.12.6 Responding to alarms.

7.13 Contractor Training Reports

- 7.13.1 Contractor is responsible for ensuring that all of Contractor's security guards and supervisors successfully pass each Training Block with a minimum score of seventy-five percent (75%) to be eligible to work (be assigned to a County Facility). Contractor shall provide a Training Report of Training Block, prior to contract start.
- 7.13.2 County has the right to audit Contractor's training classes at County's discretion. Contractor shall make available all training records upon request.
- 7.13.3 Contractor shall provide a Quarterly in-service intensive training to all assigned security personnel in the area of Public Relations, Section 7.7.3 of the Statement of Work. Such training shall ensure that the Contractor's provision of security services are representative of promoting a positive reputation of the County of Los Angeles, in County's relationship with the public it serves.
- 7.13.4 Contractor shall be monetarily assessed for any security personnel who exhibits any rude behavior/demeanor or uses any offensive language while assigned to a post at any County facility.
- 7.13.5 Contractor shall provide quarterly report of all in-service training to the County Project Manager at the completion of each training session by the 5th of the following month in which training has been completed.

7.14 Employee Training File

- 7.14.1 Contractor shall be responsible for maintaining a Training File for each employee assigned to a County facility. The training file shall serve as a source to maintain all copies of required certifications, training records and training completion dates, and a biography of each employee. At a minimum, the following items shall be included:
- 7.14.2 Background Investigation Clearance Form.
- 7.14.3 Copy of current State of California Security guard Registration Card.
- 7.14.4 Copy of current State of California Firearms Qualification Card (armed security guards only).
- 7.14.5 Copy of P.O.S.T. Certification in Baton Training.
- 7.14.6 Copy of current First Aid Certificate.

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7.14.7 Copy of Valid California class “C” Drivers License.

7.14.8 Copy of Radio Communication Certification.

7.14.9 Copy of Social Security Card.

7.15 Contractor’s Monitor System for Training File

7.15.1 Contractor shall monitor employee’s expiration dates for all required certifications and required training and ensure all training and required certifications are kept current.

7.15.2 Contractor shall be assessed a Monetary Assessment by the County as shown on the Performance Requirement Summary for failure to comply with any segment of this Section 7.0

8.0 CONTRACTOR’S ANNUAL PHYSICAL EXAMS AND REQUIREMENTS

8.1 Contractor supervisors and security guards shall be in good general health without physical limitations or abnormalities, which would interfere with the performance of required duties.

8.2 All employees to be hired by Contractor for assignment to County facilities under this Contract must undergo a physical examination at Contractor’s own expense before commencing services and annually thereafter.

8.3 Medical records shall be available for review upon the request of the County’s Project Manager.

9.0 CONTRACTOR’S REQUIREMENTS FOR OBSERVANCE OF REGULATIONS

The Contractor and Contractor’s personnel are required to follow all Federal, State and local laws that apply to providing security services under this Contract, and all laws affecting arrest as set forth in Sections 834 and 837 of the California Penal Code. Additional laws include but are not limited to the licensing of personnel. Further, Contractor shall ensure that all designated armed security guards are properly qualified to possess a firearm pursuant to the California Business and Professions Code Section 7596 – 7596.13.

10.0 OFFICE OF PUBLIC SAFETY REGULATIONS REGARDING WEAPON SAFETY

10.1 The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all County work sites and/or facilities.

10.1.1 At no time will weapons, i.e., firearms and batons, including Sam/Sally Browne belt and ammunition be stored at County facilities where security services are being provided.

10.1.2 At no time are the Sam/Sally Browne belt, firearm, baton or ammunition to be removed from the person of the security guard or left unattended at

Exhibit A – Statement of Work VARIOUS HEADQUARTERS AND PARKS

any County site unless under extreme emergency or in a life threatening situation.

- 10.1.3 Firearms and batons are not to be utilized as a measure of threat or intimidation but in a life threatening or emergency situation only.
- 10.1.4 Firearms are not to be removed and cleaned at any County facility at any time.
- 10.1.5 Unauthorized weapons, holsters and ammunition are specifically prohibited.
- 10.1.6 Loss, theft or misuse of any equipment must be reported immediately to the County's Project Manager.
- 10.1.7 Accidental discharge of a firearm by the contract security guard will require immediate removal of the security guard and a monetary assessment.
- 10.1.8 Contractor shall upon award of contract provide the County's Project Manager with a copy of company's CAL/OSHA Industrial Injury Prevention Program (IIPP).

11.0 COUNTY FORMS TO BE USED BY CONTRACTOR

- 11.1 The following is a list of forms or logs that are applicable to the requirements for implementation of the Statement of Work and will be provided to the Contractor by County's Project Manager upon award of Contract:
 - 11.1.1 County Equipment Damage and Loss Liability Form
 - 11.1.2 Statement of Loss of County Security Equipment
 - 11.1.3 Incident Report
 - 11.1.4 Daily Sign In/Out Log
 - 11.1.5 Living Wage Compliance Forms
- 11.2 Contractor shall provide all Contractor forms, sample of invoices, time sheets or any contract related form to County for review and approval, prior to start of contract.
- 11.3 Contractor may substitute its company forms for County's forms; however, County's Project Manager shall approve the substitute form, prior to use.

12.0 CONTRACTOR'S QUALITY CONTROL PLAN

- 12.1 Contractor shall ensure the requirements of the Contract are met. The Contractor's Quality Control Plan is separate from the Performance Requirement Summary or any other inspection programs in the Contract.
- 12.2 Contractor's supervisor or Quality Control personnel, not the security guards actually performing the security services, shall conduct this program. A copy of

**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

the Contractor's Quality Control Plan must be provided to County's Project Manager prior to the start of the Contract.

12.3 Contractor shall provide to County all changes to Contractor's Quality Control Plan as changes occur.

12.4 The Quality Control Plan shall include, but not be limited to, the following:

12.4.1 Monitoring system covering all tasks and services listed in the Statement of Work and the Contract which specifies a method for identifying and preventing deficiencies in the quality of services, performed before the level of performance becomes unacceptable.

12.4.2 A Monitoring system covering all employee certifications and training files listed in the Statement of Work and Performance Requirements Summary.

13.0 COUNTY'S PROJECT MANAGER

13.1 County's Project Manager shall perform the following duties:

13.1.1 Review Living Wage Program requirements, monthly reports and medical coverage certifications, if applicable, to ensure compliance.

13.1.2 Review Contractor's employee's Training Files annually and/or at the request of the County's Project Manager anytime during the contract period.

13.1.3 Perform monthly inspections covering all assigned tasks, review results of action taken as a result of contract discrepancy report, and perform on-site inspections and other necessary functions.

13.1.4 Monitor condition of security guard equipment and, if found defective or inadequate, shall prepare a Contract Discrepancy Report.

13.1.5 Evaluate Contractor's performance under the Contract, using the Statement of Work, Performance Requirements Summary and/or such procedures as may be necessary to ascertain Contractor's compliance with the Contract

13.1.6 Conduct evaluation meetings jointly with Contractor's Project Manager on a monthly basis. County's Project Manager reserves the right to schedule more frequent meetings, if Contractor's performance does not meet an acceptable quality level. An acceptable quality level will be determined by, but not be limited to, the Contractor adhering to the Contract requirements, the Statement of Work, and the Performance Requirements Summary.

**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

13.1.7 Monitor Contractor's backup staffing plan to ensure trained and County cleared replacement security guards are available to replace security guards who are absent for any reason.

14.0 ASSESSMENTS FOR NON-PERFORMANCE

- 14.1 County will closely monitor all aspects of the Contract and Contractor's performance and when necessary make assessment for Non-Performance as a means to remedy or correct the problem as County perceives appropriate.
- 14.2 County will use a Contract Discrepancy Report Form, which is the method used to make assessments for each incident of Contractor's Non-Performance with the Contract requirements in the Statement of Work and Performance Requirements Summary.
- 14.3 The Director or designee shall determine whether a formal Contract Discrepancy Report must be issued and/or shall have the discretion to impose a monetary assessment against Contractor for formal Contract Discrepancy Reports issued to Contractor when non-compliance or poor performance is identified.
- 14.4 Upon receipt of Contract Discrepancy Report, Contractor shall resolve the problem immediately when possible, but resolution of the problem shall not exceed five (5) business days unless otherwise specified in the Contract Discrepancy Report.
- 14.5 Contractor shall present a written program or solution for immediate correction of all failures of performance identified in the Contract Discrepancy Report that meets County's Project Director and/or County's Project Manager's expectations and all requirements set forth in the Contract.
- 14.6 The Director or designee may waive monetary assessments should he/she determine that an assessment is unjustified.
- 14.7 Monetary assessments that are imposed on Contractor for documented contract discrepancies shall double the initial amount in the event the same contract discrepancy occurs a second or subsequent time within forty-five (45) days of the previous discrepancy.
- 14.8 County's Project Director or Manager shall determine any monetary assessment to be imposed upon Contractor based upon, but not limited to, factors such as:
 - 14.8.1 Seriousness of contract deficiency.
 - 14.8.2 Number of occurrences for the same problem.
 - 14.8.3 Type of problems or deficiencies previously recorded.
 - 14.8.4 Monetary damage to County caused by Contractor's failure to perform in the specific incident being reported.

**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

15.0 COUNTY FURNISHED ITEMS

- 15.1 County will furnish space, telephone and the use of other necessary equipment to perform various security guard related tasks.
- 15.2 Facility – County will provide routine building/grounds maintenance of facility. In the event Contractor's staff damages County facility by reason of abuse or carelessness, as determined by County, Contractor shall repair any and all damages to facility to the satisfaction of County. In the event Contractor does not repair damages to facility, County will do so and charge Contractor for all expenses.
- 15.3 Furniture and Equipment – County will provide maintenance, repair and/or replacement, due to normal wear and tear, of County provided furniture and equipment. Contractor shall be responsible for repair and replacement costs of equipment due to Contractor staff abuse or carelessness, as determined by County.
- 15.4 In the event that the Contractor may be assigned keys to the various facilities:
 - 15.4.1 Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
 - 15.4.2 The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
 - 15.4.3 Contractor shall report all lost or stolen keys to the Director within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the County for the cost as determined by the Director, of rekeying the facility or duplicating additional keys.
 - 15.4.4 Upon termination, cancellation, or expiration of this Contract all keys received by the Contractor shall be returned to the Director.
 - 15.4.5 California law stipulates that it is unlawful for a person to duplicate any key without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

16.0 COUNTY'S RESPONSIBILITIES

- 16.1 The County will administer the Contract according to the terms, conditions, and specifications identified in the Contract. Specific duties performed by the County will include:
 - 16.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

16.1.2 Providing direction to the Contractor in areas relating to policy, information, procedural requirements, weapon safety and training requirements.

16.1.3 Preparing Change Notices and Amendments in accordance with Section 4.0, "Change Notices and Amendments", of the Contract.

16.2 County may direct Contractor to replace any employee, when found necessary or in the best interest of the County. Contractor shall remove the employee from his/her post or assignment. Contractor shall not reassign this employee to any County facility listed in the Contract without authorization from the County's Project Manager or appointed designee. No written or verbal explanation for removal shall be required or supplied by County. Contractor shall schedule replacement of that employee within two (2) hours of notification.

17.0 MINIMUM STAFFING PLAN

17.1 Contractor shall provide the required number of staff throughout the term of the Contract to fulfill the minimum number of hours identified in Exhibit B, Pricing and Billing Schedule.

18.0 PERFORMANCE REQUIREMENTS SUMMARY

18.1 The Performance Requirements Summary (PRS) chart, Exhibit A-1, is a listing of required services that will be monitored by the County during the term of this Contract. This Exhibit is an important monitoring tool for the County. The chart should:

18.1.1 Reference section of the Contract and/or Exhibit A, Statement of Work.

18.1.2 List the required services.

18.1.3 Indicate method of monitoring.

18.1.4 Indicate the deductions/fees to be assessed for each service that is not satisfactory.

18.2 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

18.3 When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply any or all of the following non-performance remedies:

**Exhibit A – Statement of Work
VARIOUS HEADQUARTERS AND PARKS**

- 18.3.1 Require Contractor to implement a formal Corrective Action Plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 18.3.2 Reduce payment to Contractor by a computed amount based on the Monetary Assessment(s) in the PRS.
- 18.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 18.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) calendar days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- 18.5 This section does not preclude the County's right to terminate this Contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Section 8.38, "Termination for Default".

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED AND UNARMED SECURITY OFFICERS AT VARIOUS COUNTY FACILITIES**

Statement of Work Exhibit A - 1			
Performance Reference	Service	Method of Monitoring	Monetary Assessment
SOW Subsection: 2.2.1	Contractor shall maintain Backup staff to replace security guards.	Inspection & Observation	\$100 Per occurrence
SOW Subsection: 2.2.2	Security Guards shall report absences the day before planned absence or within 1 hr of reporting time.	Inspection & Observation	\$100 Per occurrence
SOW Subsection: 2.2.3	Contractor to provide backup within 2 hrs or less of absent guard reporting time.	Inspection & Observation	\$200 Per occurrence
SOW Subsection: 3.4	Contractor shall forward a Background Investigation Clearance List quarterly.	Inspection & Observation	\$100 Per occurrence
SOW Subsection: 5.8.2	Contractor shall provide radios requested by Parks & Recreation.	Inspection & Observation	\$100 Per occurrence
SOW Subsections: 5.2	Contractor to provide uniforms as specified.	Inspection & Observation	\$100 Per occurrence
SOW Subsections: 5.3	Contractor shall provide equipment as specified.	Inspection & Observation	\$100 Per occurrence
SOW Subsections: 5.4	Contractor shall provide the necessary firearms as specified.	Inspection & Observation	\$100 Per occurrence
SOW Subsection: 5.4.8, 5.4.9, and 5.4.10	Contractor shall ensure that armed guards qualify/re-qualify twice annually and Qualification slips are available for inspection.	Inspection & Observation	\$100 Per occurrence.
SOW Subsection: 5.5	Contractor shall maintain Weapons List and make available to Parks & Recreation.	Inspection & Observation	\$100 Per occurrence.
SOW Subsection: 6.0	Contractor shall ensure all guard tasks are performed and monitored and included in post orders.	Inspection & Observation	\$100 per occurrence
SOW Subsections: 7.0	Contractor shall provide prior to contract start Training Plan & Training updates.	Inspection & Observation	\$100 Per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED AND UNARMED SECURITY OFFICERS AT VARIOUS COUNTY FACILITIES**

Performance Reference	Service	Method of Monitoring	Monetary Assessment
SOW Subsection: 7.5	Contractor shall comply with California's Firearm Training Standards.	Inspection & Observation	\$200 per occurrence.
SOW Subsection: 7.6	Contractor shall ensure New Personnel meet all requirements as specified, <i>prior to placement</i> .	Inspection & Observation	\$100 per occurrence
SOW Subsection: 7.13.4	Contractor shall ensure employees are not rude or use offensive language.	Inspection, Complaints & Observation	\$150 per occurrence.
SOW Subsection: 7.14	Contractor shall ensure Training Files are current and in compliance with requirements.	Inspection & Observation	\$100 per occurrence
SOW Subsection: 7.15	Contractor shall monitor all certifications and training requirements.	Inspection & Observation	\$100 per occurrence
SOW Subsection: 10.1.7	Contractor shall <u>immediately</u> remove any guard who accidentally discharges firearm.	Inspection & Observation	\$2,000 per occurrence

Exhibit B
Pricing and Billing Schedule

FACILITY	TYPE	WEEKLY SCHEDULE	TOTAL HOURS	BASIC HOURLY RATE	OT/HOLIDAY HOURLY RATE	TOTAL COSTS (Total Hours X Basic Hourly Rate)
Department Administrative Headquarters 433 S. Vermont Ave Los Angeles, C.A 90020	Armed	4 days per week Monday - Thursday (excluding County holidays) 6:30am - 5:30pm 2 shifts	2,178	\$14.85	\$22.27	\$32,343.30
Department Administrative Headquarters- Satellite 510 Vermont Ave, 2nd floor Los Angeles, C.A 90020	Armed	4 days per week Monday - Thursday (excluding County holidays) 6:30am - 5:30pm 2 shifts	2,178	\$17.23	\$25.85	\$37,526.94
South Agency Headquarters 360 W. El Segundo Blvd Los Angeles, C.A 90061-1130	Armed	7 days per week Monday - Sunday 10:00pm - 6:00am	2,920	\$16.79	\$25.18	\$49,013.00
East Agency Headquarters 265 Cloverleaf Dr. Baldwin Park, C.A 91706-6599	Armed	7 days per week Monday - Sunday 10:00pm - 6:00am	2,920	\$16.85	\$25.27	\$49,199.00
William S. Hart Regional Park Headquarters* 2415 N. San Fernando Rd. Newhall, C.A 91321	Armed	5 days per week Wednesday - Sunday (excluding days Park is closed) 7 Hours	1,820	\$17.27	\$25.90	\$31,431.40
Arboretum of Los Angeles County Headquarters 301 N. Baldwin Ave. Arcadia, C.A 91007	Unarmed	7 days per week Monday - Sunday (excluding Christmas Day) 3:00pm - 11:00pm	2,912	\$16.10	\$24.15	\$46,883.20

ANNUAL CONTRACT HOURS: 14,928

ANNUAL CONTRACT AMOUNT: \$246,397

* Hours based on Park closed on Thanksgiving, Christmas, New Year's Days

Exhibit C
Title 2 Administration
Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract,"and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administration officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

Exhibit C
Title 2 Administration
Chapter 2.201 Living Wage Program

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services Community Health Plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advise of County Counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in

Exhibit C
Title 2 Administration
Chapter 2.201 Living Wage Program

conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the county chief administrative officer, or to the County auditor-controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria services contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employee:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

Exhibit C
Title 2 Administration
Chapter 2.201 Living Wage Program

- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other County requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 - 3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or

Exhibit C
Title 2 Administration
Chapter 2.201 Living Wage Program

4. If the business is a technical or professional service, does not have annual gross revenues in preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

Exhibit D
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Exhibit D
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Exhibit D
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Exhibit E
Title 2 Administration
Chapter 2.202 Determinations of Contractor Non-Responsibility
And Contractor Debarment

2.202.010 Findings and Declarations.

The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued the Auditor-Controller. (Ordinance 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For the purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the County to provide goods to, or perform services for or on behalf of, the County. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the County for a period of up to three years. A contractor who has been determined by the County to be subject to such a prohibition is "debarred".

D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.

E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, nonprofit corporations created by the County and any joint powers authorities that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors. (Ordinance 2000-0011 § 1 (part), 2000.)

2.020.030 Determination of Contractor Non-Responsibility

A. Prior to a contract being awarded by the County, the County may determine that a party submitting a bid or proposal is non-responsible for the purposes of that contract. In the event that the County determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

B. The County may declare a contractor to be non-responsible for the purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on

Exhibit E
Title 2 Administration
Chapter 2.202 Determinations of Contractor Non-Responsibility
And Contractor Debarment

same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.

D. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

A. The County may debar a contractor who has an existing contract with the County and/or a contractor who has submitted a bid or proposal for a new contract with the County.

B. The County may debar a contractor if the County finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or

Exhibit E
Title 2 Administration
Chapter 2.202 Determinations of Contractor Non-Responsibility
And Contractor Debarment

other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, at its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon approval of the Board of Supervisors.

D. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in making any debarment decision. Upon a debarment finding by the Board of Supervisors, the County shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the County, which period may not exceed three years. In addition, upon a debarment finding by the Board of Supervisors, the County may, at its discretion, terminate any or all existing contracts the contractor may have with the County. In the event that any existing contract is terminated by the County, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.250 Pre-Emption.

In the event any contract is subject to Federal and/or State laws that are inconsistent with the terms of the Ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)





EXHIBIT G

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)													
(2) Payroll No.:		(3) Work Location:				(4) From payroll period: ___/___/___ to payroll period: ___/___/___				(5) For Month Ending:					
(6) Department Name:				(7) Contract Service Description:				(8) Contract Name & Number:							
(9) Contractor Health Plan Name(s):								(10) Contractor Health Plan ID Number(s):							
(11) Employee Name, Address & Social Security Number	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)			
		1	2	3	4	5									
1															
2															
3															
4															
5															
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)													
Print Authorized Name:		Grand Total (All Pages)													
Authorized Signature: _____					Date: / /					Title: _____		Telephone Number (include area code) ()		Page: ___ of ___	

EXHIBIT H COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature:
----------------------	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



EXHIBIT I
COUNTY OF LOS ANGELES

NOTICE TO EMPLOYEES
COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS. . .

Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates identified below as Option 1 or Option 2:

Option 1: You must be paid not less than the living wage rate of \$8.32 per hour and your employer must pay at least \$1.14 per hour towards health benefits, **OR**

Option 2: You must be paid not less than the living wage rate of \$9.46 per hour:

- The \$9.46 per hour rate must be paid to you if your employer does not provide you with health benefits, **or** if your employer pays less than \$1.14 per hour towards your health benefits for you.
- The \$9.46 per hour rate includes \$1.14 per hour to enable you to purchase health benefits on your own, if you so chose. If you need help finding a health plan, your employer may be able to assist you.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to \$3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

You May Report Living Wage Violations to:

County Department Administering this Contract

County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243

EXHIBIT I

CONDADO DE LOS ANGELES



AVISO A LOS EMPLEADOS SOBRE LA ORDENANZA DE SALARIO DIGNO DEL CONDADO DE LOS ANGELES

Este empleador es un contratista de el Condado de Los Angeles. Este contrato está sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (Código del Condado de Los Angeles, Capítulo 2.201). Si usted es un empleado de jornada completa y presta algún servicio para el Condado conforme a este contrato, se le debe pagar el "salario digno", por las horas que trabaja bajo contrato con el Condado.

ESTOS SON SUS DERECHOS...

El Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados a continuación como Opción 1 o Opción 2:

Opción 1: Se le debe pagar no menos del salario digno de \$8.32 por hora, y su empleador debe pagar al menos \$1.14 por hora en beneficios médicas, **O**

Opción 2: Se le debe pagar no menos del salario digno de \$9.46 por hora:

- Se le debe pagar un salario digno de \$9.46 por hora si su empleador no provee beneficios médicos, **o** si su empleador paga menos de \$1.14 por hora por sus beneficios médicos.
- El salario digno de \$9.46 por hora incluye los \$1.14 por hora que le permite a usted adquirir beneficios médicos por su cuenta, si así lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podría asistirle.

Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despida por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendrá el derecho a trabajar con el nuevo contratista, como mínimo durante los primeros 90 días del nuevo contrato.

Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir hasta \$3,756.00 por año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al Servicio de Impuestos Internos (IRS) al número gratuito (800) 829-3676.

Para hacer denuncias sobre infracciones a la Ordenanza de Salario Digno favor de llamar al los siguientes teléfonos:

Nombre del Departamento del Condado que administra este contrato

Número de teléfono de dicho departamento

O

Oficina de Acción Afirmativa

Línea Directa para Quejas sobre el Salario Digno:

(888) 550-WAGE o (888) 550-9243

EXHIBIT J

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

California Security, Inc.
Proposer's Name

3250 Wilshire Blvd., Suite 1501, Los Angeles, CA 90010
Business Address

95-4579234
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.*

PROPOSER'S CERTIFICATION

Check One

- 1 The Proposer has a written policy statement prohibiting discrimination in all phases of employment. [] Yes [] No

- 2 The Proposer periodically conducts a self analysis or utilization analysis of its work force. [] Yes [] No

- 3 The Proposer has a system for determining if its employment practices are discriminatory against protected groups. [] Yes [] No

- 4 Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables. [] Yes [] No

Name (please print or type) California Security, Inc.

Title of Signer (please print or type) Garry Martin, President

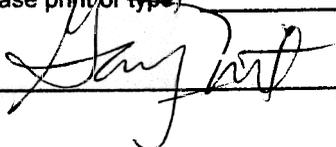
Signature  Date January 28, 2004

Exhibit K

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

TUB 400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



Exhibit K

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.**



The graphic features a blue background with white text and a white icon of a baby in a house. The text is arranged in a layered, overlapping manner.

Los Angeles County
Safely Surrendered Baby Hotline

(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.